



2012 - 2013 Vendor Application / License

Name: _____

Phone: _____

Address: _____

City / State / Zip: _____

Email Address: _____

Website: _____

State Sales and Use Tax Permit Number (if applicable):

Description of Merchandise Sold (incl. pictures):

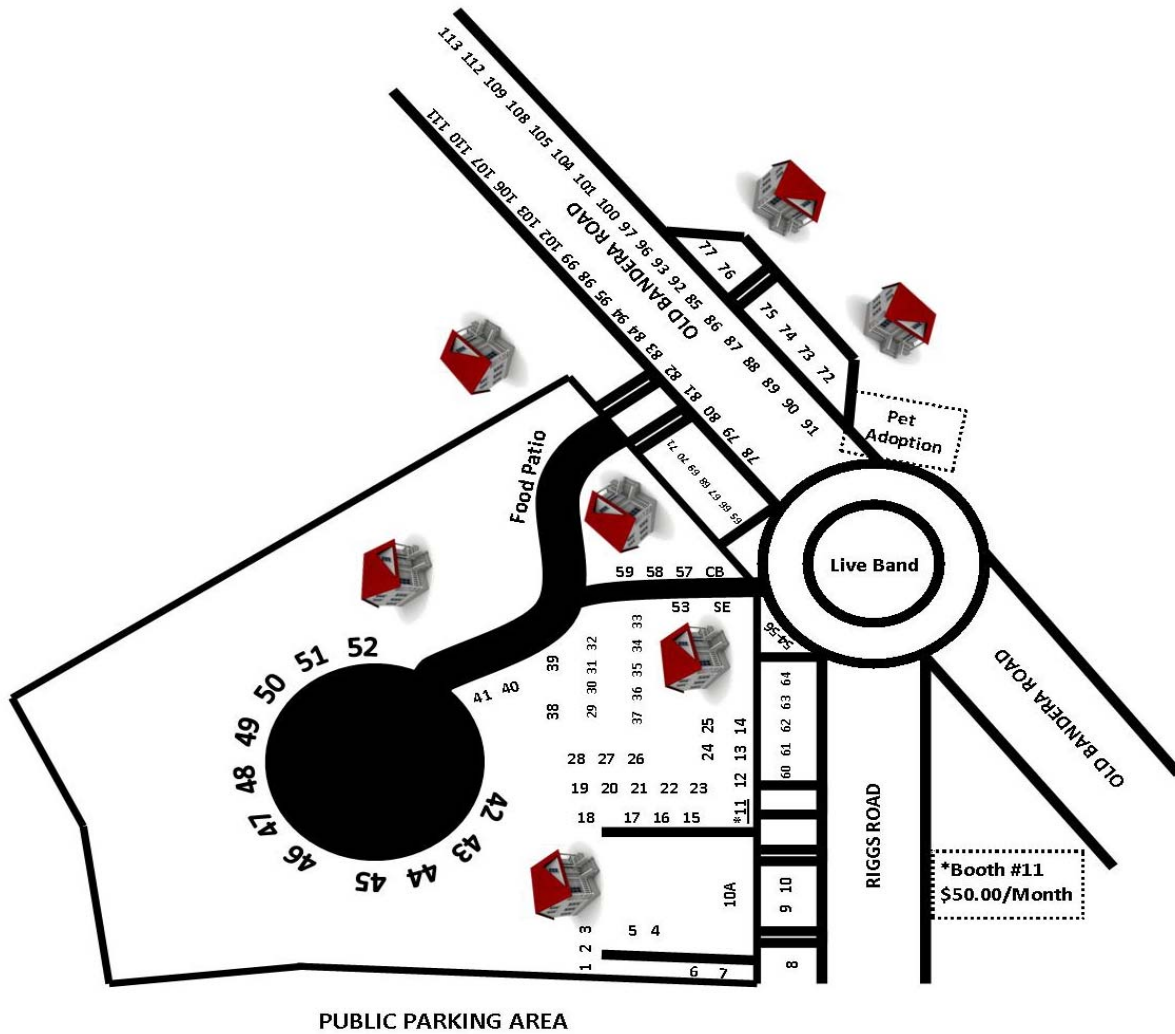


Please indicate all dates you wish to participate in The MarketPlace:

_____ December 1, 2012	_____ January 5, 2013	_____ February 2, 2013
_____ March 2, 2013	_____ April 6, 2013	_____ May 4, 2013
_____ June 1, 2013	_____ July 6, 2013	_____ August 3, 2013
_____ September 7, 2013	_____ October 5, 2013	_____ November 2, 2013
_____ December 7, 2013		

Please indicate booth preferences and additional needs for The MarketPlace:

_____ Outdoor 10' x 10' space (\$35.00)	_____ Electricity (\$5.00)
_____ Monthly food permit (\$30.00)	_____ Annual food permit (\$100.00)



Please indicate your preferred booth location(s).

_____ Choice #1 _____ Choice #2 _____ Choice #3

Please indicate any special needs or requests for The MarketPlace here. Every attempt will be made to accommodate your request.

Please indicate the following financial information for The MarketPlace:

\$ _____ *Total amount enclosed*

_____ *Check number (Please make all checks payable to the City of Helotes, Texas)*

_____ *Money order (Please make all money orders payable to the City of Helotes, Texas)*

\$ _____ *Cash*

\$ _____ *Credit card (5% processing fee applies)*



Type of credit card - _____

Expiration date - _____

Card number - _____

Name on card - _____

Address - _____

Zip code - _____

Security code - _____

(last three digits on back of card)

Please mail application and associated fees for The MarketPlace to:



C/o City of Helotes, Texas

P.O. Box 507

Helotes, Texas 78023

210.695.5964 Phone

210.695.2123 Fax

themarketplace@helotes-tx.gov

<http://www.helotes-tx.gov/marketplace>

Please sign the following Indemnification Agreement:

I (Vendor) my agents, employees, and assigns hereby forever release, discharge, and agree to save, indemnify and hold harmless the City of Helotes, Texas ("City") its elected officials, employees, agents, volunteers, and MarketPlace staff from any and all claims whatsoever for liability including any and all claims for injuries and property damage to Vendor its agents, employees, and assigns and third parties whether foreseeable or unforeseeable, while participating in The MarketPlace at Old Town Helotes and for Vendor's failure to abide by any required term of this Application/License. Vendor certifies that the information contained in this Application is true and correct and may be relied upon by the City for all purposes. Vendor shall have a continuing duty to provide updated information to the City. The obligations contained herein shall survive the termination of any license to participate in The MarketPlace granted by this instrument. If the entity granted permission to participate in The MarketPlace is other than a natural person, Vendor certifies that it has the authority to bind such entity to this Agreement.

Signature

Date

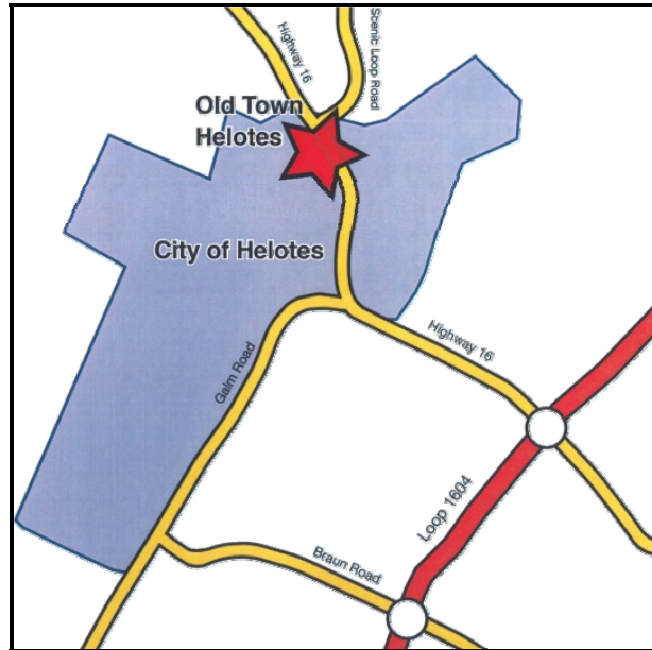
For Office Use Only:

<i>Date received:</i>	<i>Category:</i>	<i>Date approved:</i>
<i>Date declined:</i>	<i>Amount and date paid:</i>	<i>By:</i>



The Details and Rigmorole

Location: Intersection of Riggs and Old Bandera Roads in the Old Town Helotes Special District



Dates and Times:

Setup - 6:00 a.m. to 9:00 a.m. (Road closed at 9:00 a.m.)

Vendor booth spaces not occupied by 9:00 a.m. will be leased to other vendors on a first come - first serve basis.

Vendor vehicles must be parked in approved vendor parking spaces by 9:00 a.m.

Vendor booths must remain open for the duration of The MarketPlace.

Event - 10:00 a.m. to 5:00 p.m. (Road opens at 6:00 p.m.)

Booths: Booths are 10' x 10' and are assigned on a first come - first serve basis. Booths, canopies, and tents must be tied down and secure. The City of Helotes will not be held responsible for damage, theft, or injuries to merchandise or vendors.

Merchandise: Flea market items, used clothing, firearms, and pornographic materials are not allowed. Only a percentage of retail vendors with the same type of merchandise will be allowed, and the City has the final say on all merchandise to be sold at The MarketPlace. All food, packaged or unpackaged, available for sale to the general public must comply with the City of Helotes' Code of Ordinances and health regulations. In order to ensure a diversity of food items for sale to the public, only one (1) food vendor of each food type will be allowed at any MarketPlace event.

Refunds: No refunds will be given. Event continues rain or shine.

Insurance: All participating Vendors shall maintain automobile liability insurance coverage in at least the minimum amounts required by state law for all Vendor vehicles and trailers used in MarketPlace activities. The City may require proof of insurance at any time, including requiring proof prior to approving the Vendor's application/license.

License Granted: A copy of this approved Application shall serve as a License to participate in MarketPlace activities. The License is non-transferable and may be revoked by the City Administrator or his designee for failure to comply with its requirements or other applicable rules and regulations of the City of Helotes.

Payments: All payments made to the City of Helotes, Texas for The MarketPlace must be made by 5:00 p.m. the Tuesday before the event. However, vendors that have not made payment to the City of Helotes, Texas at least seven (7) days before the event may not be able to reserve a booth of their choice. Rather, booths will be assigned on a first come - first serve basis. An insufficient funds (NSF) fee of \$30.75 will apply to all returned checks.

Repeat Vendors: Vendors submitting payment to the City of Helotes, Texas for one full year (12 months) may reserve an available booth location for a full year. Participating vendors not wishing to submit payment for one full year, but rather, wishing only to reserve their booth location for the next event, should submit payment to the City of Helotes, Texas by the end of the current MarketPlace event. Preferred booth locations are allocated on a first come - first serve basis, and no vendor applications will be taken after 5:00 p.m. on the Tuesday before the event.

Trash: Trash generated by any vendor must be properly disposed of by the vendor before the vendor leaves the event site. Trash receptacles are provided by the City within the vendor parking area.

Sales and Use Tax Permit: All participating vendors must include their active Sales and Use Tax Permit Number on this application before a booth permit will be issued. The Sales and Use Tax Rate in Helotes is 7.75%. It shall be the responsibility of the vendor to collect and report all sales tax information to the State Comptroller.

State Licenses: In addition to compliance with municipal ordinances, vendors shall be responsible for securing all necessary permissions and licenses required by State law, including, but not limited to, the Texas Alcoholic Beverage Commission.

Booth Permit Confirmation: For confirmation of your booth space before arriving at The MarketPlace, please contact Patty at 210.695.5964, or by email at themarketplace@helotes-tx.gov.